

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 7	
2. Amendment/Modification No. 08		3. Effective Date 2004JUN08		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-AHEB MADELINE MOWERY (586)753-2654 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: MOWERYM@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD A PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS LAND SYSTEMS INC. 38500 MOUND ROAD STERLING HEIGHTS, MI. 48310-3260 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-01-G-N001/0009	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2003MAY09	
Code 7W356		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET DECREASE: -\$78,795.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: C It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: mutual agreement					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) JOHN REGENHARDT REGENHAJ@TACOM.ARMY.MIL (586)574-6973			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004JUN08	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 7
	PIIN/SIIN DAAE07-01-G-N001/0009	MOD/AMD 08	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.			

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of Modification 08 is to:
- a. Definitize a credit to DAAE07-01-G-N001/0008 for Embedded Battlefield Command (EBC) assets provided to the Contractor.
 - b. Add Section E 11. to incorporate the manual First Article Test (FAT) for GDMY1238.
2. The Contractor agrees to credit the contract in the amount of \$78,795.00 for US Government supplied EBC Cards. As a result of this action, CLIN 0001AA is decreased by \$78,795.00 from \$26,152,272 to \$26,073,477.00. The unit price of each vehicle is decreased by \$5,628.214 from \$1,868,019.428 to \$1,862,391.214.
3. Pages B1 and E2 are deleted and replaced by the attached identically numbered pages. The attached G page is added.
4. The Parties agree that Modification 08 constitutes the full settlement, discharge, and release of any claims and represents a complete, satisfactory adjustment regarding, in any fashion, the subject EBC credit. Any and all further claims for adjustment are hereby waived and released.
5. The obligated amount of the contract is changed as follows:
- | | |
|------------------------------|-----------------|
| Current Contract Amount: | \$26,152,272.00 |
| Amount of this Modification: | (\$ 78,795.00) |
| New Contract Amount: | \$26,073,477.00 |
6. All other terms and conditions of this contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 008 ***

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	<p><u>14 EACH M1A2 AUT SEP RETROFIT</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: M1A2 SEP RETROFIT TANKS PRON: 472BVS0547 PRON AMD: 05 ACRN: AA AMS CD: 31206453022</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV3014D051 Y00000 M 1 PROJ CD BRK BLK PT GGX DEL REL CD QUANTITY DEL DATE 001 3 31-AUG-2004 002 3 30-SEP-2004 004 3 30-NOV-2004 005 2 31-DEC-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-01-G-N001/0009</p>	14	EA	\$ 1,862,391.214	\$ 26,073,477.00

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

SECTION E - INSPECTION AND ACCEPTANCE

SECTION E

INSPECTION AND ACCEPTANCE

E.1. INSPECTION POINT: ORIGIN

Procurement Quality Assurance Inspection as to conformity of the supplies with the applicable drawings and specifications and inspection of the supplies for conformity with the applicable preservation, packaging, packing and marking requirements shall be made at the following locations:

M1A2 SEP Vehicles, -- Lima Army Tank Plant,
Lima, OH 45804

E.2. ACCEPTANCE POINT: ORIGIN

Acceptance of supplies by the Government shall be made at the origin address shown in E.1. above.

E.3. INSPECTION RECORDS

Inspection records (hard copy, computer/electronic data or microfilmed in accordance with FAR 4.706) of the examinations and tests performed by the Contractor shall be kept complete and available to the government for a period of four (4) years following the final delivery.

E.4. DRAWINGS FOR FINAL VEHICLE/ITEM INSPECTION

E.4.1. DRAWINGS FOR INSPECTION: The Contractor shall make available to the Government inspector at the time of final vehicle/item inspection, legible drawings and printed specifications to which the vehicle/item was manufactured. These drawings and specifications shall be annotated to the latest revision incorporated therein. Electronic access to drawings and specifications contained in the contractor's ECARDS and CMCS systems satisfies the requirements of this provision.

E.4.2. SELECTION OF SAMPLES: Selection of samples for all vehicle functional tests will be accomplished by the Contractor with LATP Government (Quality) concurrence.

E.5. GOVERNMENT FURNISHED MATERIAL (GFM)

E.5.1 All items of GFM are provided elsewhere under this contract. (Reference Attachment 001) The Contractor shall report any deficiencies discovered on this GFM to the Government. Such deficiencies shall be reported by the Contractor utilizing his standard Defective Government Material (DGM) format in accordance with DID DI-QCIC-80736, Exhibit A. (Reference Provision B.4.)

E.6. DELETED

E.7. FINAL INSPECTION/ACCEPTANCE

E.7.1. M1A2 TANK FINAL INSPECTION/ACCEPTANCE

E.7.1.1. The Contractor shall perform Final Inspection on M1A2 SEP AUT vehicles to the FIR for Prime Item Product Fabrication Spec SC-SA10010, Rev. F, dated 23 April 2002 pursuant to provision C.2., Conformance with Specification, Drawings and Requirements.

E.7.1.1.1. Pursuant to provision C.3., Contractor Configuration Management (CM) software may be used for vehicle acceptance.

E.7.1.2 Deficiencies disclosed during inspection by the Contractor shall be described in the acceptance documentation package. The Contractor shall submit a completed and certified copy of the FIR to the Government Inspector with each end item inspected and offered for acceptance by the Government.

E.7.1.3. If, for any reason, the Contractor determines that the FIR is not appropriate for final inspection of the end item, the Contractor must obtain written approval from the Contracting Officer prior to using any other form for this purpose.

E.7.1.4. If, for any reason, the Contractor determines that a vehicle or other deliverable does not meet the performance requirements for that vehicle or other deliverable, as described in Section C.2., the Contractor shall immediately notify the PCO, ACO, and the Program Management Office. Where the contractor is responsible for corrective action, the Contractor shall submit to the Program Management Office a written, reasonable, recommended corrective action plan within forty-five (45) days, or such other period as may be mutually agreed. The Contracting Officer shall, within thirty (30) days after receipt of the Contractor's redesign plan or corrective

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-01-G-N001/0009 MOD/AMD 08</p>	<p style="text-align: center;">Page 6 of 7</p>
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

action plan, either accept or reject the plan. If the Government accepts the plan, the Contractor will proceed with the corrective action at the Contractor's expense. If the Contractor's recommended plan is determined to be inadequate, the Contractor shall be informed of the extent of the inadequacies and shall submit a revised recommendation within thirty (30) days after receipt of such information.

E.8. CONTROL TESTING

E.8.1. Due to the low quantity of vehicles to be delivered under this order, component level control testing is not required.

E.9 VEHICLE CONTROL TESTING

E.9.1. Vehicle level control testing shall be performed at the frequency of one Abrams vehicle type for two months of production. This two month production quantity shall be considered a control test lot. If two different Abrams vehicle types (e.g., M1A1 and M1A2 SEP) are being produced, the control test lots shall be alternated so that one begins one month and the other the next month. The contractor shall select the control test vehicle and shall notify government inspection of the selection.

E.9.2. If a failure occurs, the control test lot of vehicles shall be evaluated as follows:

E.9.2.1 The contractor shall determine whether the failed characteristic AFFECTS ALL Abrams vehicle types (e.g., M1A1 and M1A2 SEP etc.). IF IT IS SO DETERMINED THAT THE FAILED CHARACTERISTIC IS COMMON TO OTHER ABRAMS VEHICLE TYPES THEN ALL VEHICLES REPRESENTED BY THE FAILED CHARACTERISTIC ARE CONSIDERED SUSPECT. Factors considered in this determination shall be technical design of the affected system/components, source of components (e.g., new, reclaim, etc.) ETC.

E.9.2.2. Five additional vehicles from the month of the control test vehicle (or the month's production if less than five) shall be tested for the failed control test characteristic(s) only. If the contractor determines that the failure ALSO Impacts OTHER Abrams vehicles types that are not part of the control test lot, this sample shall contain a mix of vehicles TYPES.

E.9.2.3. If a failure occurs within these five vehicles, all vehicles from the first month of the control test lot shall be tested for the failed characteristic(s). Additionally, five vehicles from the second month of the control test lot shall be tested for the failed characteristics(s). If additional failures occur, all vehicles in the control test lot shall be tested for the failed characteristic(s). If the Contractor determines that the failure also impacts OTHER Abrams vehicle types, that were not part of the control test lot, all of the vehicles from the same month as the control test vehicle shall be tested for the failed characteristic(s).

E.9.3. Control testing frequency for all control test characteristics shall return to the frequency established in E.9.1. after completion of the control test lot.

E.10. EFFECT OF DELAYED FAT ON ITEMS CLASSIFIED AS MISSION CRITICAL OR SAFETY RELATED.

E.10.1. In the event an FAT test incident occurs in Delivery Order DAAE07-01-G-N001/0003 prior to 31 July 2004 and involves issues categorized as either mission critical or safety related, the provisions of DAAE07-01-G-N001/0003, paragraph E.7.13. shall apply to this Delivery Order DAAE07-01-G-N001/0009.

E.11. COMPONENT FIRST ARTICLE TEST (FAT) FOR ECP GDMY1238: DC-DC CONVERTOR TEST UPDATE FOR REV D

E.11.1. The Contractor shall perform a manual FAT test to update the product fabrication spec for the DC-DC Convertor to revision D. The Contractor shall have the authority to approve FAT Test Reports. The Government shall be sent a courtesy copy for informational purposes.

All Terms and Conditions and contract clauses specific to Section E of the Basic Order Agreement (DAAE07-01-G-N001) are incorporated by reference into this Delivery Order DAAE07-01-G-N001/0009.

*** END OF NARRATIVE E 001 ***

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AA	472BVS0547 31206453022 A12P30222R47	AA	2 2GAAUS	\$ 26,152,272.00	\$ -78,795.00	\$ 26,073,477.00
				NET CHANGE	\$ -78,795.00	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AA	21 22033000025R5R02P31206431E9 S20113	W56HZV	\$ -78,795.00
				NET CHANGE \$ -78,795.00

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 26,152,272.00	\$ -78,795.00	\$ 26,073,477.00